

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PLANNED PARENTHOOD FEDERATION
OF AMERICA, INC., et al.,

Plaintiffs,

v.

CENTER FOR MEDICAL PROGRESS, et
al.,

Defendants.

Case No. [16-cv-00236-WHO](#)

JUDGMENT

Pursuant to Federal Rule of Civil Procedure 58(a), the following separate judgment is
HEREBY ENTERED:

1. Definitions

The following terms are defined as follows:

- A.** PPFA: Plaintiff Planned Parenthood Federation of America, Inc.
- B.** PPNorCal: Plaintiff Planned Parenthood Shasta-Diablo, Inc., dba Planned Parenthood Northern California.
- C.** PPMM: Plaintiff Planned Parenthood Mar Monte, Inc.
- D.** PPPSW: Plaintiff Planned Parenthood of the Pacific Southwest.
- E.** PPLA: Plaintiff Planned Parenthood of Los Angeles.
- F.** PPOSBC: Plaintiff Planned Parenthood of Orange and San Bernardino Counties, Inc.
- G.** PPCCC: Plaintiff Planned Parenthood of California Central Coast, fka Planned Parenthood of Santa Barbara, Ventura, and San Luis Obispo Counties, Inc.
- H.** PPPSGV: Plaintiff Planned Parenthood Pasadena and San Gabriel Valley, Inc.
- I.** PPRM: Plaintiff Planned Parenthood of the Rocky Mountains.

J. PPGC: Plaintiff Planned Parenthood Gulf Coast, Inc.

K. PPCFC: Plaintiff Planned Parenthood Center for Choice.

L. All Plaintiffs: PPFA, PPNorCal, PPMM, PPPSW, PPLA, PPOSBC, PCCCC, PPPSGV, PPRM, PPGC, and PPCFC.

M. CMP: Defendant Center for Medical Progress.

N. BioMax: Defendant BioMax Procurement Services, LLC.

O. Daleiden: Defendant David Daleiden.

P. Newman: Defendant Troy Newman.

Q. Rhomberg: Defendant Albin Rhomberg.

R. Merritt: Defendant Sandra Susan Merritt.

S. Lopez: Defendant Gerardo Adrian Lopez.

T. All Defendants: CMP, BioMax, Daleiden, Newman, Rhomberg, Merritt, and Lopez.

2. Compensatory Damages on Each Claim

The Court enters judgment on each claim for damages as to All Plaintiffs and All Defendants as follows.

A. First Claim for Relief: Violation of RICO Act.

All Defendants are jointly and severally liable to PPFA in the amount of \$1,259,370 in RICO trebled actual damages.

All Defendants are jointly and severally liable to PPGC in the amount of \$61,851 in RICO trebled actual damages.

All Defendants are jointly and severally liable to PPOSBC in the amount of \$56,547 in RICO trebled actual damages.

All Defendants are jointly and severally liable to PPPSGV in the amount of \$27,315 in RICO trebled actual damages.

PPNorCal, PPMM, PPPSW, PPLA, PCCCC, PPRM and PPCFC shall take nothing against All Defendants under this First Claim for Relief.

B. Second Claim for Relief: Federal Wiretapping.

1 All Defendants are jointly and severally liable to PPFA in the amount of \$52,917 in
2 compensatory damages and \$10,000 in statutory damages, with PPFA having elected to accept
3 statutory damages on the condition set forth below in Section III.

4 All Defendants are jointly and severally liable to PPGC in the amount of \$20,617 in
5 compensatory damages and \$10,000 in statutory damages, with PPGC having elected to accept
6 statutory damages on the condition set forth below In Section III.

7 All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in
8 compensatory damages and \$10,000 in statutory damages, with PPOSBC having elected to accept
9 statutory damages on the condition set forth below in Section III.

10 All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in
11 compensatory damages and \$10,000 in statutory damages, with PPPSGV having elected to accept
12 statutory damages on the condition set forth below in Section III.

13 All Defendants are jointly and severally liable to PPCFC in the amount of \$10,000 in
14 statutory damages.

15 All Defendants are jointly and severally liable to PPCCC in the amount of \$10,000 in
16 statutory damages.

17 All Defendants are jointly and severally liable to PPRM in the amount of \$10,000 in
18 statutory damages.

19 All Defendants are jointly and severally liable to PPPSW in the amount of \$10,000 in
20 statutory damages.

21 All Defendants are jointly and severally liable to PPNorCal in the amount of \$10,000 in
22 statutory damages.

23 PPMM and PPLA shall take nothing against All Defendants under this Second Claim for
24 Relief.

25 **C. Third Claim for Relief: Civil Conspiracy.**

26 The Third Claim for Relief is based on all tort claims, except RICO, which has its own
27 standard for conspiracy. Each Defendant's liability for conspiracy is addressed under each
28 individual claim.

D. Fourth Claim for Relief: Breach of Contract (PPFA Exhibitor Agreements).

Daleiden, BioMax and CMP are jointly and severally liable to PPFA in the amount of \$419,790 in compensatory damages.

PPFA shall take nothing against Merritt and Lopez under this Fourth Claim for Relief.

E. Fifth Claim for Relief: Breach of Contract (NAF Agreements).

Daleiden, Merritt, Lopez, BioMax, and CMP are jointly and severally liable to PPFA in the amount of \$49,360 in compensatory damages.

F. Sixth Claim for Relief: Trespass.

Daleiden, Lopez, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable to PPFA in the amount of \$419,790 in compensatory damages.

Daleiden, Merritt, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable to PPRM in the amount of \$1 in nominal damages.

Daleiden, Merritt, BioMax, and CMP, Rhomberg and Newman are jointly and severally liable to PPGC in the amount of \$20,208 in compensatory damages.

G. Seventh Claim for Relief: Business and Professions Code § 17200.

Defendants are each liable for unlawful and fraudulent business practices that occurred in California and out-of-state unlawful and fraudulent business practices that caused harm in California.

H. Eighth Claim for Relief: Fraud.

All Defendants are jointly and severally liable to PPFA in the amount of \$419,790 in compensatory damages.

All Defendants are jointly and severally liable to PPGC in the amount of \$20,617 in compensatory damages.

All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in compensatory damages.

All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in compensatory damages.

PPCFC and PPRM shall take nothing against All Defendants under this Eighth Claim for

1 Relief.

2 **I. Ninth Claim for Relief: California Penal Code § 632.**

3 All Defendants are jointly and severally liable to PPFA in the amount of \$148,080 in
4 trebled compensatory damages and \$20,000 in statutory damages, with PPFA having elected to
5 accept statutory damages on the condition set forth below in Section III.

6 All Defendants are jointly and severally liable to PPPSGV in the amount of \$27,315 in
7 trebled compensatory damages and \$20,000 in statutory damages, with PPPSGV having elected to
8 accept statutory damages on the condition set forth below in Section III.

9 All Defendants are jointly and severally liable to PPNorCal in the amount of \$10,000 in
10 statutory damages.

11 PPPSW, PPMM, PPOSBC, PPGC, PPCFC, and PPRM shall take nothing against All
12 Defendants under this Ninth Claim for Relief.

13 **J. Tenth Claim for Relief: California Penal Code § 634.**

14 PPFA, PPNorCal, PPPSW, PPMM, PPOSBC, PPGC, PPCFC, and PPRM shall take
15 nothing against All Defendants under this Tenth Claim for Relief.

16 **K. Eleventh Claim for Relief: Florida Wiretapping.**

17 All Defendants are jointly and severally liable to PPFA in the amount of \$49,360 in
18 compensatory damages and \$1,000 in statutory damages, with PPFA having elected to accept
19 statutory damages on the condition set forth below in Section III.

20 All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in
21 compensatory damages and \$1,000 in statutory damages, with PPOSBC having elected to accept
22 statutory damages on the condition set forth below in Section III.

23 All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in
24 compensatory damages and \$1,000 in statutory damages, with PPPSGV having elected to accept
25 statutory damages on the condition set forth below in Section III.

26 All Defendants are jointly and severally liable to PPCCC in the amount of \$1,000 in
27 statutory damages.

28 All Defendants are jointly and severally liable to PPRM in the amount of \$1,000 in

1 statutory damages.

2 All Defendants are jointly and severally liable to PPGC in the amount of \$1,000 in
3 statutory damages.

4 All Defendants are jointly and severally liable to PPPSW in the amount of \$1,000 in
5 statutory damages.

6 Plaintiffs PPLA, PPNorCal, PPMM, and PPCFC shall take nothing against All Defendants
7 under this Eleventh Claim for Relief.

8 **L. Twelfth Claim for Relief: Maryland Wiretapping.**

9 All Defendants are jointly and severally liable to PPFA in the amount of \$49,360 in
10 compensatory damages and \$1,000 in statutory damages, with PPFA having elected to accept
11 statutory damages on the condition set forth below in Section III.

12 All Defendants are jointly and severally liable to PPGC in the amount of \$409 in
13 compensatory damages and \$1,000 in statutory damages, with PPGC having elected to accept
14 statutory damages on the condition set forth below in Section III.

15 All Defendants are jointly and severally liable to PPCFC in the amount of \$1,000 in
16 statutory damages.

17 PPNorCal, PPPSW, PPMM, PPOSBC, and PPRM shall take nothing against All
18 Defendants under this Twelfth Claim for Relief.

19 **M. Thirteenth Claim for Relief: Common Law Invasion of Privacy.**

20 All Plaintiffs shall take nothing against All Defendants under this Thirteenth Claim for
21 Relief.

22 **N. Fourteenth Claim for Relief: California Constitutional Right of Privacy.**

23 PPFA, PPNorCal, PPPSW, PPMM, and PPOSBC shall take nothing against All
24 Defendants under this Fourteenth Claim for Relief.

25 **O. Fifteenth Claim for Relief: Breach of Contract (PPGC NDA).**

26 Daleiden, BioMax, and CMP are jointly and severally liable to PPGC in the amount of
27 \$20,208 in compensatory damages.

28 PPGC shall take nothing against Merritt under this Fifteenth Claim for Relief.

PPCFC shall take nothing against BioMax, CMP, Daleiden, and Merritt under this Fifteenth Claim for Relief.

3. Deduplicated Compensatory, Statutory, and Nominal Damages.

After removing duplication of compensatory, statutory, and nominal damages awards among claims, the Court enters judgment for damages in the following amounts.

All Defendants are jointly and severally liable to PPFA in the amount of \$1,291,370 calculated as follows:

- \$1,259,370 in RICO trebled actual damages
- \$10,000 in Federal Wiretapping statutory damages
- \$20,000 in California Penal Code § 632 statutory damages
- \$1,000 in Florida Wiretapping statutory damages
- \$1,000 in Maryland Wiretapping statutory damages

All Defendants are jointly and severally liable to PPNorCal in the amount of \$20,000 calculated as follows:

- \$10,000 in Federal Wiretapping statutory damages
- \$10,000 in California Penal Code § 632 statutory damages

All Defendants are jointly and severally liable to PPPSW in the amount of \$11,000 calculated as follows:

- \$10,000 in Federal Wiretapping statutory damages
- \$1,000 in Florida Wiretapping statutory damages

All Defendants are jointly and severally liable to PPOSBC in the amount of \$67,547 calculated as follows:

- \$56,547 in RICO trebled damages
- \$10,000 in Federal Wiretapping statutory damages
- \$1,000 in Florida Wiretapping statutory damages

All Defendants are jointly and severally liable to PPCCC in the amount of \$11,000 calculated as follows:

- \$10,000 in Federal Wiretapping statutory damages

- \$1,000 in Florida Wiretapping statutory damages

All Defendants are jointly and severally liable to PPPSGV in the amount of \$58,315 calculated as follows:

- \$27,315 in RICO trebled damages
- \$10,000 in Federal Wiretapping statutory damages
- \$20,000 in California Penal Code § 632 statutory damages
- \$1,000 in Florida Wiretapping statutory damages

All Defendants are jointly and severally liable to PPRM in the amount of \$11,000 calculated as follows:

- \$10,000 in Federal Wiretapping statutory damages
- \$1,000 in Florida Wiretapping statutory damages

Daleiden, Merritt, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable to PPRM for the additional amount of \$1 in nominal damages.

All Defendants are jointly and severally liable to PPGC in the amount of \$73,851 calculated as follows:

- \$61,851 in RICO trebled damages
- \$10,000 in Federal Wiretapping statutory damages
- \$1,000 in Florida Wiretapping statutory damages
- \$1,000 in Maryland Wiretapping statutory damages

All Defendants are jointly and severally liable to PPCFC in the amount of \$11,000 calculated as follows:

- \$10,000 in Federal Wiretapping damages
- \$1,000 in Maryland Wiretapping statutory damages

On several of Plaintiffs' claims, the jury awarded higher actual damages than the available statutory damages for Federal Wiretapping, California Penal Code § 632, Florida Wiretapping, and Maryland Wiretapping. Plaintiffs have elected statutory damages on these claims, but their election is conditioned on the survival of their award of actual damages on other claims that overlap the actual damages on the recording claims. Should the damages awards on the non-

recording claims be vacated, reversed, remitted or otherwise altered, Plaintiffs reserve their right to elect their actual damages, in lieu of statutory damages, on their recording claims.

PPMM and PPLA shall take nothing against All Defendants.

4. Punitive Damages

In addition to compensatory, statutory, and nominal damages, the following Defendants are severally liable to PPFA, PPGC, PPOSBC, PPPSGV, PCCCC, PPCFC, PPPSW, PPNorCal, and PPRM for punitive damages in the following amounts.

A. Daleiden: \$125,000.

B. Merritt: \$25,000.

C. BioMax: \$200,000.

D. CMP: \$400,000

E. Newman: \$50,000

F. Rhomberg: \$70,000.

5. Costs and Attorneys' Fees

Plaintiffs are the prevailing party for purposes of taxable costs. The amount of taxable costs to be awarded, and the entitlement of any party to non-taxable costs and attorney's fees, shall be determined in accordance with Local Rule 54.

6. Injunctive Relief

For the reasons stated in the Court's findings of fact and conclusions of law, the Court enters the following permanent injunction:

A. Upon service of this Order, all Defendants (except Lopez, unless he is acting in concert or participation with another Defendant) and their officers, agents, servants, employees, owners, and representatives, and all others persons who are in active concert or participation with them are permanently enjoined from doing any of the following, with respect to PPFA, PPNorCal, PPPSW, PPOSBC, PCCCC, PPPSGV, PPRM, and PPGC/PPCFC:

(1) Entering or attempting to enter a PPFA conference, or an office or health center of any plaintiff identified above, by misrepresenting their true identity, their

purpose for seeking entrance, and/or whether they intend to take any video, audio, photographic, or other recordings once inside; and

(2) recording, without the consent of all persons being recorded (where all party consent is required under the laws of the state where the recording is intended):

(a) any meeting or conversation with staff of a plaintiff identified above that Defendants know or should know is private; or

(b) in a restricted area at a PPFA conference or restricted area of an office or health center of any plaintiff identified above. "Restricted area" is defined as areas not open to the general public at the time of the recording, for example areas requiring registration or an appointment to access.

B. In addition, Defendants shall serve a copy of this injunction on any person who, in active concert or participation with Defendants, either has or intends to enter a restricted area at a PPFA conference or property of any plaintiff identified above or to record the staff of any plaintiff identified above without securing consent of all persons being recorded (where that consent is required under the laws of the state where the recording is intended), and provide Plaintiffs with proof of service thereof.

IT IS SO ORDERED.

Dated: April 29, 2020



William H. Orrick
United States District Judge